

Executed in 7 Counterparts
of which this is Counterpart No. 7

RECORDATION NO. 6828 Filed & Recorded
JUN 13 1974 - 10 22 AM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of
April 1, 1974, by and between

FIRST NATIONAL CITY BANK, a national banking association duly
incorporated and existing under the laws of the United States of
America (the "Trustee"), of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation (the
"Company"), of the second part;

W I T N E S S E T H: THAT

WHEREAS, by agreement (the "Agreement") dated as of Decem-
ber 1, 1972, as amended, between the Trustee and the Company, there was
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 6 OF 1972; and

WHEREAS, by the Agreement the Trustee did let and lease to
the Company certain railroad equipment therein particularly described
for a term from and after December 1, 1972, to and including Decem-
ber 1, 1987, upon the terms and conditions therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that in the event any units of the Equipment become unsuitable in any
respect for the use of the Company and the Company shall have paid to
the Trustee the selling price or Fair Value, as defined in the Agreement,
of such units, then upon the filing with the Trustee of the appropriate
documents, any monies paid to the Trustee pursuant to said Section 4.9
or Section 4.7 of the Agreement may be applied to the purchase of
additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to cause to
be sold, assigned, transferred and set over unto the Trustee, as
trustee under the Agreement, one (1) new 70-ton 50'6" Double Door Box
Car bearing road number 540014 (the "Additional Equipment"):

NOW, THEREFORE, in consideration of the premises and of the
sum of One Dollar (\$1.00) paid by the Trustee to the Company at or
before the ensealing and delivery hereof, the receipt of which is
hereby acknowledged, and in consideration of the rents and covenants
in the Agreement provided for and contained, the Company does hereby
assign to the Trustee all its right, title, and interest under the
contract for the acquisition of the Additional Equipment, and the
Trustee does hereby let and lease to the Company for the remainder of
the term of the Agreement, to wit, until December 1, 1987, the Addi-
tional Equipment, the said assignment by the Company and lease by the
Trustee being upon and subject to all the terms and conditions of the
Agreement as though the Additional Equipment had been a part of the
original railroad equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK,
By

ATTEST:

... *E. Haworth* ...
Trust Officer

... *J. S. R. Lacey* ...
Associate Trust Officer

SOUTHERN RAILWAY COMPANY,
By

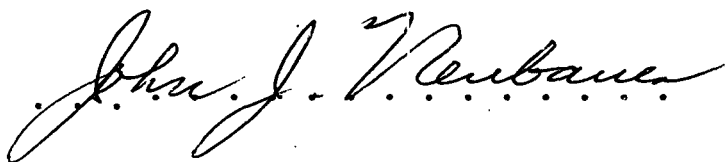
ATTEST:

... *K. A. Stueker* ...
Vice President

... *R. Allen* ...
Assistant Secretary

STATE OF NEW YORK)
) ss:
County of New York)

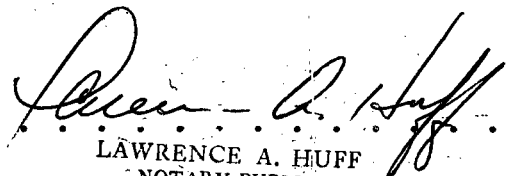
On this 23rd day of May, 1974, before me personally appeared E. J. JAWORSKI, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



JOHN J. NEUBAUER
Notary Public, State of New York
No. 03-2869750
Qualified in Bronx County
Certificate filed in New York County
Term Expires March 30, 1975

DISTRICT OF COLUMBIA.

On this 30th day of May, 1974, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1977